



FRANKLIN TEMPLETON INVESTMENTS

SOUTH AFRICA

DEALER ELECTRONIC SERVICE AGREEMENT

Instructions

- This package consists of the agreement (two copies) and your Registration Details form.
- Please verify that your Registration Details are correct and forward a signed copy of the Registration Details, along with your signed copies of the agreement to the following address:

**Franklin Templeton Investments S.à R.L.
PostNet Suite #12
Private Bag X1005
Claremont, 7735
South Africa**

- Franklin Templeton will sign the Agreement and return one copy to you for your records.
- Your User ID will be activated as per the details provided in the Registration Details. You will be notified via mail upon activation of your User ID.



**FRANKLIN TEMPLETON
INVESTMENTS**

Dealer Electronic Service Agreement

Between

Franklin Templeton International Services S.à r.l.

And

.....

Purpose of Agreement

The FTIS Franklin Templeton Dealer Electronic Service Agreement (the "Agreement") is designed to help Intermediaries to conduct business with Franklin Templeton International Services S.à r.l. ("FTIS") and to use information, products and services available through the FTIS Luxembourg Web Site (the "Site"). Only Intermediaries who agree to the terms of this Agreement (referred to from now on as "You") will be able to conduct business with FTIS using the Site. Nothing in this Agreement should be construed as a solicitation or recommendation to buy or sell any products of Franklin Resources, Inc. and its associated subsidiaries and affiliates, including the Franklin Templeton Investments group of companies ("FTI Products").

Your consent to the terms of this Agreement

By signing this Agreement, You indicate that You understand its terms and that You will use the Site, services and Electronic Communications (as defined below) in a manner consistent with any law, statute, regulation, regulatory directive, rule of court, delegated or subordinated legislation or notice of any regulator applicable from time to time to any provider of services or products that are substantially similar to those provided by FTIS or You, as the case may be ("Applicable Laws") and in accordance with the terms in this Agreement, as the same may be amended from time to time. You acknowledge that this Agreement governs Your access to, and use of the Site, and is therefore intended to supplement and not to replace Your Terms of Business and/or Your Sub-Distribution Agreement, both of which shall continue in full force and effect. In the case of a conflict between Your Terms of Business and/or Your Sub-Distribution Agreement and this Agreement, the provisions of this Agreement shall prevail.

What this Agreement allows You to do

FTIS may make available services that allow You to look up details of the shares in FTI Products held by clients who have appointed You as their Intermediary or dealer of record with respect to FTI Products ("Client(s)") within designated accounts which Clients, or which You on behalf of Your Clients, open and maintain with FTIS. By looking up Clients' details in this way, You represent and warrant to FTIS that You have all necessary Client authority and consent to use the Site to do so. FTIS may, at any time and for any reason, remove particular products from the list of FTI Products and/or vary or remove the services which we make available to You under this Agreement (including (without limitation) access to and/or the use of the Site by You).

Term of this Agreement and Termination

This Agreement may be terminated by FTIS or by You at any time and on any grounds, but in no case unreasonably, by prior written notice to the other party. Without limitation to FTIS's other rights in law or under this Agreement, this Agreement will terminate automatically when You or FTIS terminate the Terms of Business which You agreed with FTIS, or without limitation to FTIS's other rights, should You fail to comply with the terms of this Agreement. FTIS reserves the right, without liability, at any time, but in no case unreasonably, to deny or restrict Your access to conduct business through the Site or to deal in any FTIS product or service offered through the Site, and to terminate this Agreement. If this Agreement is terminated, You will immediately stop using the Site for the purposes of conducting business with FTIS and will promptly return to FTIS all materials associated with FTIS.

Your responsibilities under this Agreement

In accepting the terms of this Agreement, You agree that You assume certain responsibilities: You will maintain a written list of those of Your directors, officers, partners or members, employees, representatives and agents who are authorized by You to access or use the Site ("Authorized Persons") under this Agreement, and will make this list available to FTIS on request. You are responsible for the compliance by Your Authorized Persons, or any other person who may access the Site from Your organization, with the terms of this Agreement and other Applicable Laws. You will monitor Your Authorized Persons in a manner reasonably designed to ensure that, in connection with their use of the Site, they comply with this Agreement and Applicable Laws.. You acknowledge that, as an Intermediary, You are under an obligation to review promptly each trade confirmation and account statement (or their electronic counterparts if available) for accuracy and completeness and to immediately notify FTIS of any items You believe to be inaccurate. You agree that any objection to a trade or position set forth on any confirmation or account statement must be submitted within 10 days after receipt of such confirmation or statement. Failure to submit Your objection in time will constitute deemed approval of the confirmation or statement. You will be provided with a user identification ("User name") and sign-on password ("Password") for each of Your Authorized Persons. You will implement reasonable commercial, organizational and technical steps to maintain, and ensure that Your Authorized Persons maintain, the confidentiality of all User names and Passwords, as well as any security codes assigned to You by FTIS for purposes of allowing You to modify User names and Passwords. You will be solely responsible for the use of any information or services using Your User names and Passwords or those of Your Authorized Persons. Any instructions communicated

to FTIS through these means will be deemed to have been originated from, sent and authorized by You and shall be deemed to have been made at the time received by FTIS and in the form received, except for instructions which have been erroneously generated, repeated, changed or otherwise affected by FTIS's systems or under circumstances controlled by FTIS. Neither You nor any Authorized Person will impersonate any other person or entity by posting communications using a false or misleading user name or otherwise attempting to participate in an anonymous manner.

You will notify FTIS immediately if You or any Authorised Persons:

- become aware of any loss or theft of a User name, Password or any other security codes;
- become aware of any unauthorized use of a User name, Password or any other security codes;
- fail to receive an accurate confirmation of a trade within five working days of instructing an order on behalf of a Client;
- receive confirmation of a trade that was not placed by You or on Your behalf, or any similarly inaccurate or conflicting report or information; or
- become aware of any suspicious, fraudulent or unauthorized use of the Site.

You will not use the Site to:

- distribute or contain spam, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm FTIS or the interests or property of FTIS or its clients;
- impose an unreasonable load on FTIS infrastructure or interfere with the proper working of the Site;
- copy, modify, or distribute any other person's content without their consent; or post any material (including any intellectual property) which infringes any right of any third party;
- use any robot spider, scraper or other automated means to access the Site and collect content for any purpose without FTIS express written permission;
- collect information about others, including email addresses, without their consent or which could otherwise violate the privacy of another person; or
- bypass measures used to prevent or restrict access to the Site.

Use of E-mail

The ability to conduct certain business by computer under this Agreement will allow You to communicate electronically with FTIS by email and other means. You agree to the following conditions regarding Your use of electronic communications:

- You understand that You may not use e-mail to transmit instructions in relation to FTI Products to FTIS and that FTIS will not act on instructions transmitted to it via e-mail.
- You acknowledge that FTIS may review and store any electronic communication which You submit to FTIS and FTIS may disclose the content of such communication should it be legally required to do so. FTIS will not be liable for any costs or damages or other liabilities as a result of releasing such information.

- You will not submit any electronic communication which is defamatory, obscene, abusive, threatening or encourages any client of the Franklin FTIS group of companies to become affiliated or do business with a competitor of FTIS.
- You will not state or imply that Your electronic communications have been approved or endorsed by FTIS without the consent of FTIS.

FTIS and other third party Information

Certain information including last sale transaction data and other financial market data, third-party research and analysts' reports, opinions, price charts, news reports, and other information relating to FTI Products or other products and securities in the market, may be made available as part of the Site or through a link from the Site. Such information is provided "as is" and on an "as available" basis. This information has been obtained through sources believed reliable but FTIS makes no representation with respect to, nor does it guarantee or endorse the accuracy, completeness, reliability or availability of, such information.

Information concerning Client Accounts

You may also be able to access information concerning client accounts ("Client Account Information") which is also proprietary and confidential. You will not provide Client Account Information to any person other than a duly authorised officer, employee or partner of Your business and You shall ensure that such officer, employee or partner shall not provide Client Account Information to any other person. You are not authorized to access Client Account Information for:

- i. any Clients other than the Clients that You are responsible for servicing;
- ii. any Clients who have terminated their relationship with You; or
- iii. any Clients who have informed You or FTIS that they no longer wish You to access their Client Account Information, and any attempt to do so may result in criminal or civil prosecution.

You also agree not to use Your Client Account Information for any purpose not specifically authorized by Your Clients.

Data Protection

"Data" for the purposes of this clause means any data, including personal Information, irrespective of the media or form.

The parties acknowledge that in the performance of their obligations under this Agreement, FTIS may be exposed to Your Data, and You may be exposed to the Data of FTIS.

Each party's Data shall be and remain the property of that party and its Affiliates. Neither party shall divulge the Data of the other party to third parties (unless provided otherwise in this Agreement) and a party shall use the Data of the other party only for purposes of this Agreement. Neither party shall possess or assert any lien or other right against or to the other party's Data, or sell, assign, lease or otherwise dispose of the other party's Data, or any part thereof, to third parties. Each party shall take such steps as are reasonably required to prevent its, employees, sub-contractors and their employees, and agents from doing the same.

The Parties specifically record that all:

- Data provided by You to FTIS, or to which FTIS may be exposed; and Data provided by FTIS to You, or to which You may be exposed shall constitute confidential information and as such, each Party shall comply with all the provisions of confidentiality with regard to such Data.
- Each party hereby warrants in favour of the other party that it shall at all times strictly comply with all applicable data and privacy legislation, or which may be required by regulation or any relevant industry body, in relation to the Data of the other party (or its Affiliates).
- Each party hereby warrants and undertakes that it shall not, at any time copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use the Data of the other party for any purpose other than with the express prior written consent of that party, and then only to the extent necessary for the purposes of this Agreement.

No advice

You agree and acknowledge that any information You receive pursuant to this Agreement is not intended to constitute investment, tax or legal advice. You agree that You are solely responsible for determining the nature, potential value and suitability for Your Clients of any particular security, transaction or investment strategy. You acknowledge Your duty to monitor Your Clients' accounts and to make decisions to invest in FTI Products accordingly. Reliance on content or information obtained from or through the Site is at Your sole risk. FTIS does not give advice or recommendations regarding particular FTI Products, including (without limitation) advice involving suitability of and investment strategies.

Indemnification

You agree to defend, indemnify and hold FTIS harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to legal fees) arising from:

- i. claims made against FTIS by any Client arising from Your delay in reporting any errors in confirmations or account statements provided to You by FTIS under this Agreement;
- ii. Your violation of this Agreement, Applicable Laws or any third-party's rights, including but not limited to infringement of any intellectual property right, violation of any proprietary right, or infringement of any confidentiality, privacy, or data privacy rights; or
- iii. claims made by any Client as a result of Your failure, or the failure of any Authorized Person to fulfil Your responsibilities under this Agreement as listed above.

This indemnity provision will survive the termination of this Agreement.

Limitation of liability

Except in cases of breach of essential contractual duties under this Agreement, FTIS will not be liable for simple negligence. Except in cases of wilful misconduct or gross negligence by FTIS, FTIS will not be liable to You:

- for any consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses and other damages) that result from inconvenience, delay or loss of the use of the electronic services provided under this Agreement;

- for any failure of electronic or mechanical equipment or communication lines, telephone or other Internet problems, viruses, errors, configuration problems or incompatibility of computer hardware or software failure or unavailability of Internet access, Internet service providers or other equipment or services relating to Your computer, intermediate computer or communications networks or facilities, data transmission facilities or Your telephone or telephone service, or unauthorised access, theft, operator errors, severe weather, natural disasters or employment disputes;
- for any damage to Your computer, software, modem, telephone or other property resulting from Your use of the electronic services provided to You under this Agreement;
- for any losses (including lost profits, trading losses or other damages) relating to services or information provided to You under this Agreement including information which is inaccurate, incomplete, late, defective or unavailable; and
- for any losses to You due to Your delay in reporting any of the events in "Your responsibilities under this Agreement".

In no event will FTIS be liable to You for any loss or damages caused by force majeure, riot, war or natural events or due to other occurrences for which FTIS is not responsible (e.g. strike, lock-out, administrative acts of domestic or foreign high authorities). In cases of gross negligence, wilful misconduct and in all other cases the liability of FTIS for any loss or damages connected with the provision of the services described in this Agreement in any given calendar year is limited to the total amount of commissions which you have received from FTIS in the calendar year preceding the year in which such loss or damage has occurred. If you have not received any commissions in the preceding year, the corresponding amount will be the amount of the commissions which can be expected in good faith for the year in which the corresponding loss or damage has occurred.

Security of the Internet

You acknowledge that data, including e-mail, electronic communications and personal financial data, may be accessed by unauthorised third parties when communicated between You and FTIS using the Internet, other network communications facilities, telephone or any other electronic means. FTIS is not responsible for the security of information transmitted via the Internet, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information.

Your understanding of this Agreement and Your authority to act

You acknowledge that, in providing You with the ability to conduct business under this Agreement, FTIS has relied upon Your consent to be bound by the terms of this Agreement and Your Terms of Business and/or Sub-Distribution Agreement. You further acknowledge that You have read, understand and agreed to be bound by the terms of the current prospectus, key features document and application form (as amended from time to time) relating to the FTI Products and any other agreement with FTIS that applies to Your account, all as currently in effect and amended from time to time, and incorporated herein by reference.

You represent and warrant, and shall be deemed to represent and warrant, on each occasion when You use the Site, services and/or Electronic Communications provided to You under this Agreement, that:

- i. You are duly organized, registered and validly existing under the laws of the jurisdiction in which You were formed or incorporated;
- ii. You have full power and authority to enter into and perform Your obligations under this Agreement; and
- iii. this Agreement has been duly authorized, executed, and delivered on Your behalf by persons empowered to do so.

Trade Mark protection

FTIS, for its own account and the account of affiliates, reserves all rights to the trademarks, trade names, copyrights, patents or other forms of industrial or intellectual property or similar rights which belong to it. The use of any sales documentation, promotional, marketing, advertising or other written or printed material or performance information or data which includes any of the trademarks, trade names, copyrights or other forms of industrial or intellectual property or similar rights which belong to FTIS and/or its affiliates, which is prepared, distributed, instructed and/or issued by or on behalf of You or with Your permission shall require prior written approval of FTIS or its designee (except for such documentation, material, information or data produced and provided by FTIS to You, or performance information or data produced by any third party). In the event that You fail to obtain such prior written approval, FTIS shall be entitled to terminate this Agreement forthwith without penalty and without prejudice to its rights under this Agreement or in law, to claim for damages from, or invoke the indemnity by, You -pursuant to this Agreement.

In the event of termination of this Agreement, You shall In addition to ceasing to use the Site, services and/or Electronic Communication), also cease using the trademarks, trade names, copyrights, patents or other forms of industrial or intellectual property or similar rights which belong to FTIS and FTIS shall, in its sole discretion, decide whether:

- i. You must destroy immediately all such documentation and materials bearing the trademarks, trade names, or any other intellectual or industrial property rights owned by FTIS or its affiliates; or
- ii. if such documentation and materials should be returned to FTIS or its affiliates.

You shall not after termination of this Agreement make any use of, or claim any right to, any of trademarks or other logo, mark or design, or other intellectual or industrial property owned or used by FTIS and any of its associates or affiliates and FTI Products.

Changes to this Agreement

Any amendments of this Agreement will be notified to You. They shall be deemed to have been approved by You unless You object in writing within one month from the notification of the amendments.

Assignment

You shall not sub-contract or transfer any of Your rights or obligations under this Agreement without the prior written consent of the FTIS. It is expressly understood, however, that FTIS may

assign any of its rights and obligations under this Agreement to any of its affiliates at any time without Your prior consent.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Luxembourg law. The Luxembourg courts shall have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this Agreement for which purposes both parties agree to submit to its jurisdiction.

Miscellaneous

Should any provision in this Agreement become wholly or partially ineffective, this shall not affect the validity of the remaining provisions of the Agreement. In place of the ineffective provision an appropriate regulation shall apply which – as far as it is legally possible – most closely reflects the intention of the parties concluding this Agreement.

This Agreement constitute the entire agreement between the parties with regards to the subject matter hereof and replaces and supersedes all other prior discussions, agreements, representations (excluding fraudulent representations) and understandings of any kind, and every nature between them.

This agreement is signed for and on behalf of

Your company name:

By

Signature:

Name:

and by

Signature:

Name:

on

at

And for and on behalf of Franklin Templeton International Services S.à r.l.

By

Signature:

Name:

and by

Signature:

Name:

on

at



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INVESTMENTS**

Dealer Electronic Service Agreement

Between

Franklin Templeton International Services S.à r.l.

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- impose an unreasonable load on FTIS infrastructure or interfere with the proper working of the Site;
- copy, modify, or distribute any other person's content without their consent; or post any material (including any intellectual property) which infringes any right of any third party;
- use any robot spider, scraper or other automated means to access the Site and collect content for any purpose without FTIS express written permission;
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- You will not submit any electronic communication which is defamatory, obscene, abusive, threatening or encourages any client of the Franklin FTIS group of companies to become affiliated or do business with a competitor of FTIS.
- You will not state or imply that Your electronic communications have been approved or endorsed by FTIS without the consent of FTIS.

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- i. any Clients other than the Clients that You are responsible for servicing;
- ii. any Clients who have terminated their relationship with You; or
- iii. any Clients who have informed You or FTIS that they no longer wish You to access their Client Account Information, and any attempt to do so may result in criminal or civil prosecution.

You also agree not to use Your Client Account Information for any purpose not specifically authorized by Your Clients.

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The parties acknowledge that in the performance of their obligations under this Agreement, FTIS may be exposed to Your Data, and You may be exposed to the Data of FTIS.

Each party's Data shall be and remain the property of that party and its Affiliates. Neither party shall divulge the Data of the other party to third parties (unless provided otherwise in this Agreement) and a party shall use the Data of the other party only for purposes of this Agreement. Neither party shall possess or assert any lien or other right against or to the other party's Data, or sell, assign, lease or otherwise dispose of the other party's Data, or any part thereof, to third parties. Each party shall take such steps as are reasonably required to prevent its, employees, sub-contractors and their employees, and agents from doing the same.

The Parties specifically record that all:

- Data provided by You to FTIS, or to which FTIS may be exposed; and Data provided by FTIS to You, or to which You may be exposed shall constitute confidential information and as such, each Party shall comply with all the provisions of confidentiality with regard to such Data.
- Each party hereby warrants in favour of the other party that it shall at all times strictly comply with all applicable data and privacy legislation, or which may be required by regulation or any relevant industry body, in relation to the Data of the other party (or its Affiliates).
- Each party hereby warrants and undertakes that it shall not, at any time copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use the Data of the other party for any purpose other than with the express prior written consent of that party, and then only to the extent necessary for the purposes of this Agreement.

No advice

You agree and acknowledge that any information You receive pursuant to this Agreement is not intended to constitute investment, tax or legal advice. You agree that You are solely responsible for determining the nature, potential value and suitability for Your Clients of any particular security, transaction or investment strategy. You acknowledge Your duty to monitor Your Clients' accounts and to make decisions to invest in FTI Products accordingly. Reliance on content or information obtained from or through the Site is at Your sole risk. FTIS does not give advice or recommendations regarding particular FTI Products, including (without limitation) advice involving suitability of and investment strategies.

Indemnification

You agree to defend, indemnify and hold FTIS harmless from and against any and all claims, losses, liability, costs and expenses (including but not limited to legal fees) arising from:

- i. claims made against FTIS by any Client arising from Your delay in reporting any errors in confirmations or account statements provided to You by FTIS under this Agreement;
- ii. Your violation of this Agreement, Applicable Laws or any third-party's rights, including but not limited to infringement of any intellectual property right, violation of any proprietary right, or infringement of any confidentiality, privacy, or data privacy rights; or
- iii. claims made by any Client as a result of Your failure, or the failure of any Authorized Person to fulfil Your responsibilities under this Agreement as listed above.

This indemnity provision will survive the termination of this Agreement.

Limitation of liability

Except in cases of breach of essential contractual duties under this Agreement, FTIS will not be liable for simple negligence. Except in cases of wilful misconduct or gross negligence by FTIS, FTIS will not be liable to You:

- for any consequential, incidental, special or indirect damages (including but not limited to lost profits, trading losses and other damages) that result from inconvenience, delay or loss of the use of the electronic services provided under this Agreement;

- for any failure of electronic or mechanical equipment or communication lines, telephone or other Internet problems, viruses, errors, configuration problems or incompatibility of computer hardware or software failure or unavailability of Internet access, Internet service providers or other equipment or services relating to Your computer, intermediate computer or communications networks or facilities, data transmission facilities or Your telephone or telephone service, or unauthorised access, theft, operator errors, severe weather, natural disasters or employment disputes;
- for any damage to Your computer, software, modem, telephone or other property resulting from Your use of the electronic services provided to You under this Agreement;
- for any losses (including lost profits, trading losses or other damages) relating to services or information provided to You under this Agreement including information which is inaccurate, incomplete, late, defective or unavailable; and
- for any losses to You due to Your delay in reporting any of the events in "Your responsibilities under this Agreement".

In no event will FTIS be liable to You for any loss or damages caused by force majeure, riot, war or natural events or due to other occurrences for which FTIS is not responsible (e.g. strike, lock-out, administrative acts of domestic or foreign high authorities). In cases of gross negligence, wilful misconduct and in all other cases the liability of FTIS for any loss or damages connected with the provision of the services described in this Agreement in any given calendar year is limited to the total amount of commissions which you have received from FTIS in the calendar year preceding the year in which such loss or damage has occurred. If you have not received any commissions in the preceding year, the corresponding amount will be the amount of the commissions which can be expected in good faith for the year in which the corresponding loss or damage has occurred.

Security of the Internet

You acknowledge that data, including e-mail, electronic communications and personal financial data, may be accessed by unauthorised third parties when communicated between You and FTIS using the Internet, other network communications facilities, telephone or any other electronic means. FTIS is not responsible for the security of information transmitted via the Internet, the accuracy of the information contained on the Site, or for the consequences of any reliance on such information.

Your understanding of this Agreement and Your authority to act

You acknowledge that, in providing You with the ability to conduct business under this Agreement, FTIS has relied upon Your consent to be bound by the terms of this Agreement and Your Terms of Business and/or Sub-Distribution Agreement. You further acknowledge that You have read, understand and agreed to be bound by the terms of the current prospectus, key features document and application form (as amended from time to time) relating to the FTI Products and any other agreement with FTIS that applies to Your account, all as currently in effect and amended from time to time, and incorporated herein by reference.

You represent and warrant, and shall be deemed to represent and warrant, on each occasion when You use the Site, services and/or Electronic Communications provided to You under this Agreement, that:

- i. You are duly organized, registered and validly existing under the laws of the jurisdiction in which You were formed or incorporated;
- ii. You have full power and authority to enter into and perform Your obligations under this Agreement; and
- iii. this Agreement has been duly authorized, executed, and delivered on Your behalf by persons empowered to do so.

Trade Mark protection

FTIS, for its own account and the account of affiliates, reserves all rights to the trademarks, trade names, copyrights, patents or other forms of industrial or intellectual property or similar rights which belong to it. The use of any sales documentation, promotional, marketing, advertising or other written or printed material or performance information or data which includes any of the trademarks, trade names, copyrights or other forms of industrial or intellectual property or similar rights which belong to FTIS and/or its affiliates, which is prepared, distributed, instructed and/or issued by or on behalf of You or with Your permission shall require prior written approval of FTIS or its designee (except for such documentation, material, information or data produced and provided by FTIS to You, or performance information or data produced by any third party). In the event that You fail to obtain such prior written approval, FTIS shall be entitled to terminate this Agreement forthwith without penalty and without prejudice to its rights under this Agreement or in law, to claim for damages from, or invoke the indemnity by, You -pursuant to this Agreement.

In the event of termination of this Agreement, You shall In addition to ceasing to use the Site, services and/or Electronic Communication), also cease using the trademarks, trade names, copyrights, patents or other forms of industrial or intellectual property or similar rights which belong to FTIS and FTIS shall, in its sole discretion, decide whether:

- i. You must destroy immediately all such documentation and materials bearing the trademarks, trade names, or any other intellectual or industrial property rights owned by FTIS or its affiliates; or
- ii. if such documentation and materials should be returned to FTIS or its affiliates.

You shall not after termination of this Agreement make any use of, or claim any right to, any of trademarks or other logo, mark or design, or other intellectual or industrial property owned or used by FTIS and any of its associates or affiliates and FTI Products.

Changes to this Agreement

Any amendments of this Agreement will be notified to You. They shall be deemed to have been approved by You unless You object in writing within one month from the notification of the amendments.

Assignment

You shall not sub-contract or transfer any of Your rights or obligations under this Agreement without the prior written consent of the FTIS. It is expressly understood, however, that FTIS may

assign any of its rights and obligations under this Agreement to any of its affiliates at any time without Your prior consent.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Luxembourg law. The Luxembourg courts shall have exclusive jurisdiction to settle any disputes or claims which may arise out of or in connection with this Agreement for which purposes both parties agree to submit to its jurisdiction.

Miscellaneous

Should any provision in this Agreement become wholly or partially ineffective, this shall not affect the validity of the remaining provisions of the Agreement. In place of the ineffective provision an appropriate regulation shall apply which – as far as it is legally possible – most closely reflects the intention of the parties concluding this Agreement.

This Agreement constitute the entire agreement between the parties with regards to the subject matter hereof and replaces and supersedes all other prior discussions, agreements, representations (excluding fraudulent representations) and understandings of any kind, and every nature between them.

This agreement is signed for and on behalf of

Your company name:

By

Signature:

Name:

and by

Signature:

Name:

on

at

And for and on behalf of Franklin Templeton International Services S.à r.l.

By

Signature:

Name:

and by

Signature:

Name:

on

at



**FRANKLIN TEMPLETON
INVESTMENTS**

FRANKLIN TEMPLETON INVESTMENTS eBUSINESS

Registration Details

Role:

Registration ID:

Dealer ID:

Branch ID:

Rep ID:

Name

First Name:

Last Name:

Address

Company Name:

Address:

City:

County/State:

Country:

Postal Code:

Franklin Templeton Servicing Office:

Telephone:

E-mail Address:

Signature:

Date:

Place: